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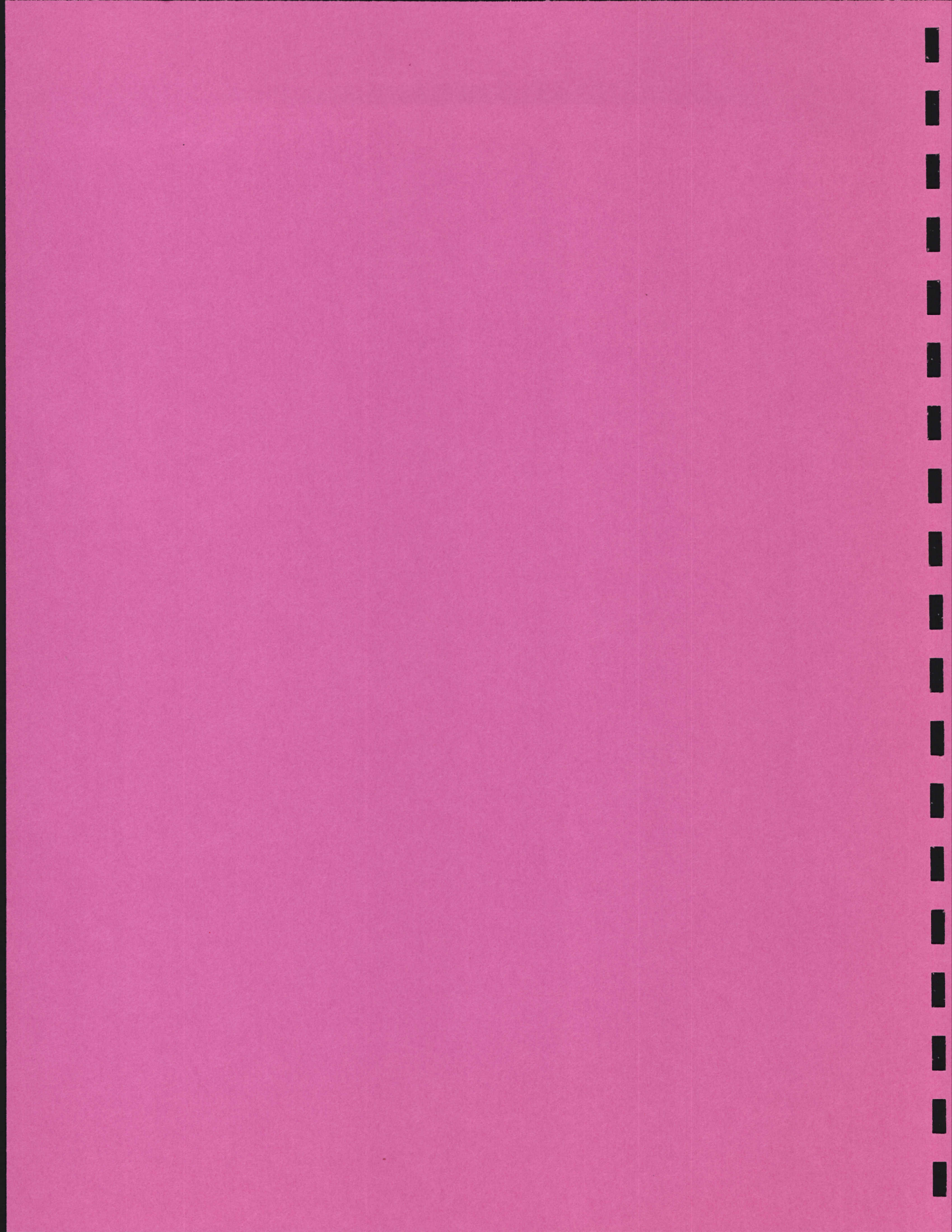
**MARQUETTE-ALGER  
INTERMEDIATE SCHOOL DISTRICT  
CONTRACTUAL AGREEMENT**

**MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT  
BOARD OF EDUCATION**

**MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT  
SECRETARIAL & CLERICAL EMPLOYEES**

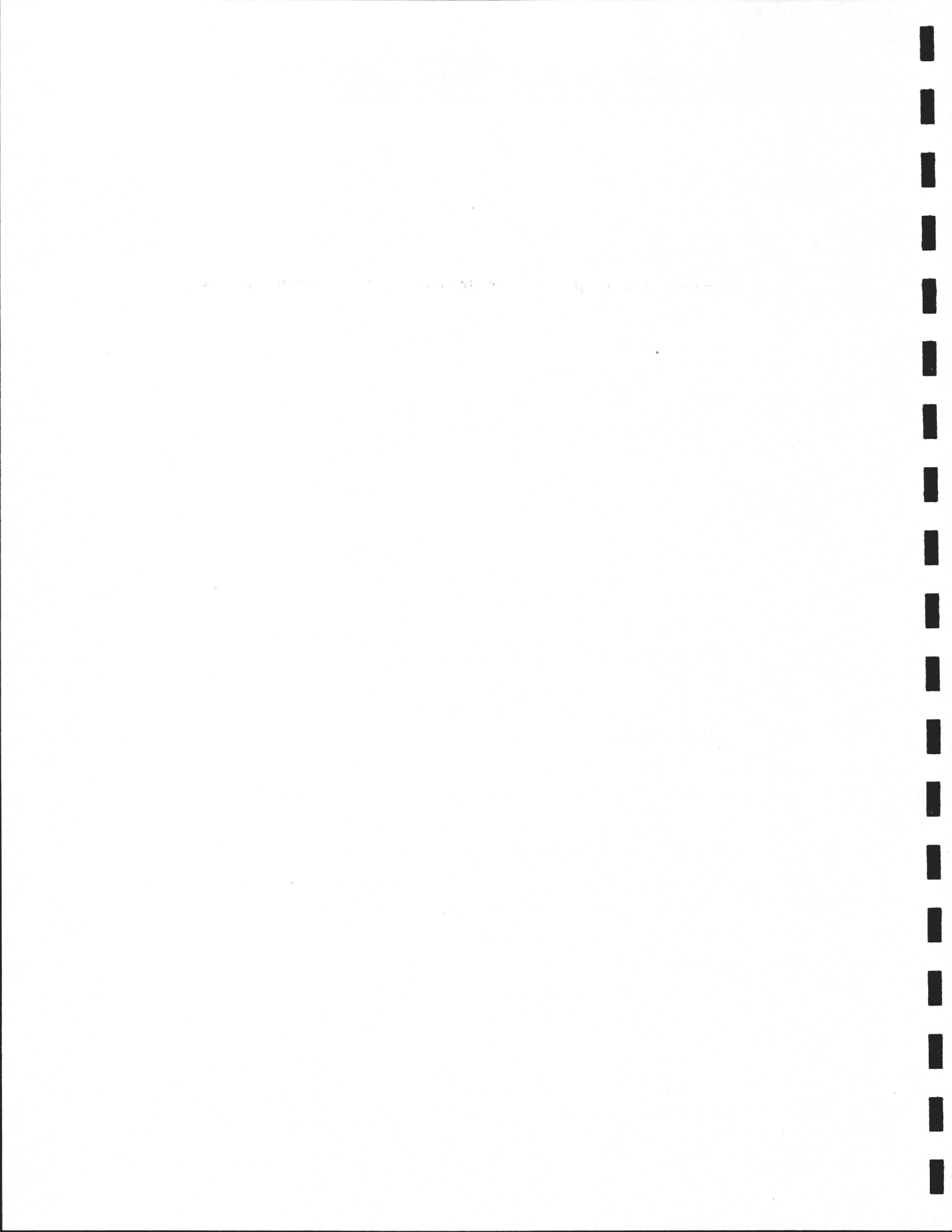
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*Marquette-Alger Intermediate School District*



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GENERAL

Article 1 - Recognition

- A. The Board of the Marquette-Alger Intermediate School District recognizes the Marquette-Alger Intermediate School District Secretarial Association, an affiliate of Michigan Educational Support Personnel Association (MESPA/MEA/NEA) as the exclusive bargaining agent for the secretarial, clerical and technical personnel of the Intermediate School District, excluding, however, the executive secretary serving the superintendent and administrative assistants.
- B. The Board agrees not to negotiate with any other organization representing secretarial, clerical and technical personnel for the duration of this contract.

Article 2 - Definition of Employee

- A. The term "employee," as hereinafter used in this agreement, shall include all secretarial, clerical and technical personnel who are paid on the secretarial salary schedule, as incorporated in this agreement, with the exception of those excluded under Section B. Thereafter in this agreement the term "employee" shall refer to only those covered by this agreement as defined in Section B.
- B. Full-time employees are those who are regularly scheduled to work 40 or more hours per week. Full-time employees are entitled to all benefits in this agreement.

Regular part-time employees (20 hours but less than 40 hours per week) are entitled to benefits as specified under this agreement.

Nine- and ten-month employees are entitled to benefits as specified in this agreement.

Substitute and/or temporary employees are not covered by this agreement.

Part-time employees regularly scheduled to work less than 20 hours per week are not covered by this agreement.

Article 3 - Agency Shop

- A. An employee covered by this agreement shall, as a condition of employment, join the Association or, in lieu thereof, pay a service fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, immediately upon completing the required probationary period and becoming a permanent employee. Dues shall be paid through payroll deduction as provided in Article 4, Section J.

Article 3 - Agency Shop (cont'd)

B. In the event an employee shall not pay the required dues or fee, the Association shall implement the following procedure:

1. The Association shall notify the employee of non-compliance therewith by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance and shall further advise such employee that a request for discharge may be filed with the Board in the event that compliance is not effected.
2. If the employee fails to comply, the Association may file charges, in writing, with the Board and may request termination of his/her employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
3. The Board, upon receipt of said charge and request for termination, shall conduct a due process hearing thereon within forty-five (45) calendar days. In the event of compliance at any time prior to discharge, charges may be withdrawn.
4. An employee whose employment may be terminated due to his/her non-conformity to this section (Association Security) shall be continued in normal function until the time when there is a final decision by an agency or court of competent jurisdiction (which has not been appealed by the employee) upholding such termination of employment.
5. Nothing herein shall be construed to prohibit the Board from making any additional inquiry or holding any additional hearings which it may deem necessary provided, however, such inquiry and/or hearings shall take place within forty-five (45) calendar days of receipt of request for termination.

C. In the event of any action against the Board brought in a court or administrative agency because of its compliance with this Article (Agency Shop Provision), the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association; and
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The association agrees that, in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency, but this does not include any liability for unemployment compensation.

#### Article 4 - Association and Employee Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States, such as rates of pay, wages, hours of employment or other conditions of employment, by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise, with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Laws or other applicable laws and regulations. (The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.)
- C. The Association and its representatives shall have the right to use the Intermediate Office Conference Room when available during non-working hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of the room before the commencement of the office day or until 6:00 P. M.
- D. Duly authorized representatives of the Association shall be permitted to transact official Association business in the Intermediate Office at reasonable times, provided that this shall not interfere with or interrupt normal office operation, and provided any such transacting of business be mutually agreed upon in advance by the Superintendent and President of the Association.
- E. The Association shall have the right to use the office facilities and equipment, including typewriters, duplicating equipment and all types of audio-visual equipment which are not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use.
- F. The Association shall have the right to post notices of Association concern on the official bulletin board in the Intermediate School Office. The Association may use the direct mail service for communications to employees. No employee shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off office premises.
- G. The Board agrees to furnish to the Association, in response to reasonable written requests from time to time, all available information concerning

#### Article 4 - Association and Employee Rights (cont'd)

the financial resources of the District, including employee salary schedule, but not limited to: annual financial reports and audits, constructive programs on behalf of the employees, together with non-confidential information which may be necessary for the Association to process any grievances or complaints.

- H. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employees.
- I. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex and marital status.
- J. Employee members of the Association may sign and deliver to the Superintendent of the Marquette-Alger Intermediate School District, payroll deduction authorization forms for the local Association and the Michigan Educational Support Personnel Association MEA/NEA. Such authorizations shall continue in force from year to year during a member's active employment unless the employee specifically revokes such authorization, in writing, between August 1 and August 31 of any year.

Deductions will be made from the first and second regular paychecks of each month, beginning in September and ending in June (twenty pay periods) for Association dues. The Association treasurer will notify the business office of the amount of such deductions prior to September 1 of each year. The Board agrees to remit to the Association treasurer all monies so deducted, accompanied by a list of employees from whom deductions have been made.

The Association will indemnify and save harmless the Board for all sums improperly deducted and remitted to the Association, plus any costs, including attorney fees incurred by the Board in connection therewith.

- K. The Board agrees to comply with state law regarding maintenance and review of personnel files.

#### Article 5 - Board's Rights Clause

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school district and its properties and facilities, and the duties, responsibilities and assignment of employees during the working day;



**Article 5 - Board's Rights Clause (cont'd)**

- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- C. To establish, alter or terminate programs and educational services.
- D. To be responsible for the means and methods of instruction; selection of textbooks and other teaching materials.
- E. To adopt reasonable rules and regulations.
- F. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the employer shall not abridge any rights from employees as specifically provided for in this agreement.
- G. To determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States.

**Article 6 - Continuity of Operations**

- A. Both parties recognize the desirability of continuous and uninterrupted operations and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

**Article 7 - Miscellaneous Provisions**

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

## Article 7 - Miscellaneous Provisions (cont'd)

- B. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this agreement shall be printed at the expense of the Board and presented to all employees now employed or considered for employment by the Board.
- E. Every employee shall submit to a physical examination at the request of the Board by a licensed physician designated by the Board. If any employee is requested to submit to a physical examination and desires to have his/her personal physician conduct the physical examination, the employee shall pay the difference in fees between the Board-designated physician and the employee's personal physician.
- F. The Board of Education and the Association recognize that a variety of situations not directly related to an employee's job can affect the employee's work performance. Therefore, the Employees Assistance Program Policy is hereby recognized by the parties as a means to work cooperatively together to insure the best interest of the district and each employee are met. To this end, the parties encourage and support the use of the Employees Assistance Program; however, should a disagreement arise, either party may take whatever steps are necessary as outlined in this master agreement.

## Article 8 - Negotiation Procedure

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may, from time-to-time, arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. The parties undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

## Article 9 - Employee Grievance Procedure

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided. A grievance shall be presented within fifteen (15) working days after the employee has knowledge of the event, or the grievance shall be invalid and not accepted. In any event, any grievance not submitted within forty-five (45) calendar days of the occurrence of the event on which it is based shall be invalid and not accepted.
- B. The written grievance shall contain the following:
1. It shall be signed by the grievant or grievants.
  2. It shall be specific.
  3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  4. It shall cite the section or subsections of this contract alleged to have been violated.
  5. It shall contain the date(s) of the alleged violation.
  6. It shall specify the relief requested.

The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:

"The terminating of services or failure to re-employ any probationary employee."

C. Level One

Any employee alleging a violation of this agreement shall, within fifteen (15) working days of its alleged occurrence, orally discuss the grievance with the immediate supervisor with an association representative present if grievant so desires, in an attempt to resolve the same. If no resolution is obtained within five (5) working days of the discussion, the grievant shall reduce the grievance to writing and proceed within five (5) working days of said discussion to Level Two.

D. Level Two

A copy of the written grievance shall be filed with the Superintendent in the format specified above. Within five (5) working days of the receipt of the grievance the Superintendent shall meet with representatives of the Association in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within three (3) working days of such meetings and shall furnish a copy to the Association.

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) working days of such meeting [or six (6) working days from the date of filing, whichever shall be later], the association shall appeal same to Level Three.

Article 9 - Employee Grievance Procedure (cont'd)

- E. Level Three  
A copy of the written grievance shall be filed with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever is earlier, may hold a hearing on the grievance, review such grievances, or give such other consideration as it shall deem appropriate. Disposition of the grievance shall be made no later than seven (7) days thereafter. A copy of the disposition shall be furnished to the Association.
- F. Level Four  
If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievant may, within thirty (30) calendar days, file a demand for arbitration with the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. The parties may mutually select an impartial arbitrator satisfactory to each party within ten (10) working days from the date of response by the Board. It is implied that the ten (10) working days are inclusive with the thirty (30) calendar days and will not extend the time limits herein established. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- G. The term "working days" as used herein shall mean working days in which the administration offices are open, unless specifically stated otherwise.
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.
- J. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the fiscal year or as soon thereafter as possible.
- K. If an individual employee has a personal complaint which he desires to discuss with the Superintendent, he is free to do so without recourse to the grievance procedure.

APPENDIX A

GRIEVANCE FORM

\_\_\_\_\_  
Name of Grievant Address

\_\_\_\_\_  
Classification

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Statement of Grievance (Include date, place, circumstances, witnesses, etc.)

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C. Contract Article(s) Violated: \_\_\_\_\_ Section(s): \_\_\_\_\_

D. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature (Grievant) Date

\_\_\_\_\_  
Signature (Association Rep.) Date

## Article 10 - Illness and Personal Leave

### A. Sick Leave

1. Full-time and nine- or ten-month employees (40 hours per week) shall earn eight (8) hours paid sick leave per month for each full month worked.
2. Regular part-time and nine- or ten-month part-time employees shall earn pro rata share of sick leave based on the number of hours regularly worked per day for each full month worked.
3. Sick leave may be borrowed to the end of the current fiscal year. In the event an employee terminates employment prior to the end of the fiscal year, a deduction will be made for sick leave used above his/her accumulated amount.
4. The unused portion of such allowance shall accumulate from year to year without limitation. The Board shall furnish a written statement at the beginning of each fiscal year setting forth the total amount of sick leave.
5. An additional day of sick leave allowance per active position shall be placed in a sick leave bank that would be jointly administered by the Intermediate District and the Association with maximum accumulation to 100 days. These days shall be added to the Association Sick Leave Bank at the end of each fiscal year.
6. Sick leave may be used for the following:
  - Acute personal illness or incapacity over which employee has no control.
  - Medical and dental appointments to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.
  - Sick leave may be used for absences required due to the confining illness or injury to members of the immediate family (spouse, children, parents, parents-in-law, brothers, sisters) and any persons for whose financial or physical care the employee is principally responsible. Employees shall not use more than three (3) days accrued sick leave annually for this purpose except when such illness or injury is of a very serious nature, with prior approval of the administration.

In the event an employee must utilize sick leave, he/she shall notify his/her supervisor. A sick leave card must be completed upon return to work.

Sick leave may be taken in hourly segments with prior approval of the supervisor and, in his absence, his designee.

Article 10 - Illness and Personal Leave (cont'd)

Written requests for both sick and personal leave must be submitted prior to use, if possible; otherwise, the request must be submitted upon return. Official records will be kept by the Business Office.

- B. Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workers' Compensation Law and the sick leave benefits in Article 10, Section A, provided, to the extent that the Board make payments to the secretarial or clerical employee for that portion of his/her net salary not reimbursed under the Workers' Compensation Law, said partial payment shall be charged pro rata against the employee's accumulated and additional sick leave days.
- C. Personal Leave
1. Personal leave is granted with prior approval of the Superintendent or his/her designee. This leave is not cumulative. Personal leave may be taken in hourly segments.
  2. Full-time employees and nine- or ten-month employees (40 hours per week) may be granted sixteen (16) hours paid per year for personal business.
  3. Regular part-time employees and nine- or ten-month, part-time employees may be granted a pro rata share based on the number of hours regularly worked per day.
  4. Personal leave is not cumulative and is granted with prior approval by the Superintendent or his/her designee. Any unused personal leave days will be placed in the employee's individual sick leave bank.
  5. Due to extreme conditions, personal leave may be extended by the Superintendent or a designated Board representative.
- D. A secretarial or clerical employee called for jury duty or subpoenaed on behalf of the district before any judicial or administrative tribunal shall be compensated at the negotiated rate of pay for those hours approved by the district providing the pay received for the performance of such obligation shall be endorsed over to the Marquette-Alger Intermediate School District.
- E. Each bargaining unit member may, at their discretion, use their accumulated sick leave days or freeze those days in order to receive short term disability benefits under any compensable benefit program to the extent allowed by the carrier.

## Article 11 - Funeral Leave

An employee shall be allowed three (3) working days with pay as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediately family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, or a member of the employee's household. The Superintendent may grant additional funeral leave in special cases.

## Article 12 - Unpaid Leaves of Absence

- A. Upon successful completion of their probationary period, a child care leave (up to one (1) year) may be granted without pay, commencing at the written request of the employee. Whenever possible, at least two (2) weeks advance notice shall be required for provisions of this paragraph. Said term may be extended by the Intermediate Board. A physician's statement shall be required prior to returning to work. An employee, returning from leave provided in this paragraph, shall be placed on that step of the salary schedule which she left when she went on leave. Need for further leave for medical reasons will be considered by the Board on an individual basis.
- B. An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and a written request for additional leave shall be reviewed and may be renewed each year by the Board. The employee returning from such leave will be placed on that step of the salary schedule which he/she left when he/she went on leave.
- C. A short term, unpaid leave of absence of up to two (2) weeks may be granted by the Superintendent, at the sole discretion of the Superintendent. The employee shall make the request for such leave in writing at least two (2) weeks prior to the requested date of commencement of the leave and shall, at the same time, state the date of return from such leave.
- D. A long term, unpaid leave of absence may be granted at the sole discretion of the Board. Such leave shall be available only to employees having at least three (3) years of service with the school district. An employee desiring such leave shall make the request, in writing, at least forty-five (45) days prior to the requested date of commencement of the leave and shall, at the same time, state the date of return from such leave.
- E. If his/her job classification has been dissolved in the employee's absence, he/she will be placed, by the Superintendent, into a position equivalent to his/her prior classification. The rule of seniority will be followed in assigning such employees.



## Article 12 - Unpaid Leaves of Absence (cont'd)

- F. This article will become null and void for any employee who is employed elsewhere during an unpaid leave of absence.
- G. The Board of Education will continue health care benefits up to six (6) months for employees who have been granted an unpaid leave of absence for medical reasons due to a personal illness or disability. (i.e., If an employee has exhausted his/her personal sick days, he/she can request a medical leave under provisions of this article. If granted, the Board will continue health care benefits from the date of said medical leave up to six (6) months. Other benefits that an employee may have are not included under this provision.)

## Article 13 - Terminal Leave

Upon retirement from the District and upon simultaneously becoming eligible for retirement benefits from the Michigan Public School Employees Retirement Fund Board, the Board shall pay a terminal leave payment of 3% of the employee's total gross salary earned in service to the district with a minimum of five (5) years of employment. The maximum payment to be received under this section shall not exceed Three Thousand Five Hundred and No/100ths Dollars (\$3,500.00); said payment to be made on the last day of employment.

## Article 14 - Working Conditions

- A. The duties of the secretarial staff of the Marquette-Alger Intermediate School District Office shall be governed by office policies.
- B. The secretarial staff shall be reimbursed for mileage at the rate set for the professional staff for transacting any district business requested by the Superintendent and/or supervisor requiring the use of his/her car.
- C. The secretarial staff shall be given two fifteen-minute coffee breaks a day, one in the morning and one in the afternoon, on a schedule as approved by the Superintendent.
- D. The secretarial staff shall be reimbursed at the rate of time and one-half for any hours over the 40 hours per week, as approved by the Superintendent.

An employee may request compensatory time-off (i. e., one and one-half (1-1/2) hours off for each hour of overtime worked) in lieu of overtime pay, provided that: 1) the time-off is taken during the pay period in which overtime has been earned; 2) compensatory time-off shall not exceed eight (8) hours in any one pay period; and 3) compensatory time-off is requested in writing and approved by the Superintendent or his designee.

- E. Each new employee shall receive a copy of his/her officially approved job description. A yearly review of job descriptions for each position shall be made by the appropriate administrative supervisor during the yearly evaluation. The Board shall take all responsible measures to regularize

#### Article 14 - Working Conditions (cont'd)

work assignments, workloads and the relationship of the secretaries to the person who delegates the assignment.

- F. Regularly scheduled meetings shall be held quarterly between secretaries and the administration to discuss items of mutual interest (such as innovative office policies and general office procedures).
- G. Each new employee will be required to sign an employee orientation checklist which will become a part of their permanent personnel file.

#### Article 15 - Vacancies, Promotions and Transfers

- A. If a secretarial or clerical vacancy occurs or is anticipated, the Superintendent shall post for a period of ten (10) calendar days notice of such a vacancy. Vacancies shall be filled on the basis of experience, competency and qualifications and other relevant factors.
- B. For the purpose of this article, experience means previous work experience related to duties of the job. Competency is having sufficient ability to perform a full range of the work responsibilities of the position. Qualifications means having the skills (i. e. shorthand, typing, computer, organizational) to be eligible to be considered for the position. Relevant factors is defined as any other facts taken alone or in connection with other facts which may render a more probable candidate selection.
- C. Qualifications and seniority, in that order, will be used when filling vacancies among bargaining unit members within the same classification (i. e. Secretary 2). If the vacancy is not in the bargaining unit members' same classification but in a classification requiring additional skills, then the position will be filled as specified in Section A.
- D. When a long-term (1 year or more) but not permanent vacancy occurs, a permanent employee may apply for and be temporarily transferred to fill such a vacancy. When such a transfer is made, the vacancy thereby created will be filled with a substitute employee. At the conclusion of the temporary transfer, the permanent employee shall be transferred back to her former position or a position equivalent to it. The Superintendent, at his discretion, may waive the time restrictions when such an assignment is for a just cause.
- E. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its employees first. Requests by an employee for a transfer to a different position or classification shall be in writing to the Superintendent. The application shall set forth the reason for transfer, the position sought, and the applicant's qualifications. Such requests shall be reviewed once a year to assure active consideration by the Board.

**Article 15 - Vacancies, Promotions and Transfers (cont'd)**

- F. During the first four (4) weeks after an employee has been transferred or promoted to a new job assignment, he/she may be transferred back to his/her old assignment whether at his/her request or at the option of the Superintendent. The Employer shall give the promoted or transferred bargaining unit member an opportunity to attend workshops/seminars to enable him/her to perform up to the Employer's standards on the new job.
- G. Bargaining unit members shall not be placed on a lower step of the salary schedule due to involuntary transfers.
- H. The parties agree that involuntary transfers of bargaining unit members are to be minimized and avoided whenever possible.
- I. Any bargaining unit member who temporarily assumes the levels of responsibility of another bargaining unit member at a higher classification will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change to a lower classification.

**Article 16 - Evaluation**

- A. All bargaining unit members shall be evaluated and reviewed annually by the division administrator prior to March. The administrator shall review the evaluation with the employee and the employee shall sign the evaluation. Such signature shall indicate the employee's knowledge of the evaluation, but shall not be construed to mean agreement.
- B. A bargaining unit member shall have the right to review the contents of his/her personnel file, excluding initial references of the Board pertaining to said individual, originating after initial employment, and to have an association representative present at such review. Criteria for review and the access to personnel files shall be governed by Public Act 397.

**Article 17 - Discipline, Suspension and Discharge**

- A. The school district, acting through any administrator, may discipline an employee for just and proper cause. Disciplinary action may consist of a private oral reprimand, written reprimand, disciplinary layoff or discharge. In determining appropriate disciplinary action, the seriousness of the offense, the circumstances surrounding it, and the employee's record and work history will be considered. No employee shall be discharged without just cause.
- B. A member of the bargaining unit may be discharged for just and proper cause, including failure or inability to do the job, but no employee shall be terminated unless and until the action has been preceded by:
  - 1. A written notice from the administrator to the employee, clearly stating the reasons for the discharge.

## Article 17 - Discipline, Suspension and Discharge (cont'd)

2. A conference between the employee, the administrator and/or superintendent, and the employee's union representative (if requested by the employee) regarding the employee's work performance and work history.
- C. In the event that an employee is terminated, the discharge shall be effective immediately and all accumulated vacation time shall be paid.
- D. An employee will be entitled to have present a representative of the Association when he/she is being reprimanded or disciplined for any infraction of rules or regulations established by the Board or through this Collective Bargaining Agreement.

## Article 18 - Seniority

For the purpose of determining seniority, employees shall be listed according to the following criteria:

- A. Years of continuous service in the bargaining unit.
  1. Seniority shall begin on the employee's first working day as a regular, permanent employee.
  2. Regular part-time employees shall receive seniority credit in proportion to working time. (Example: 1/2 time employee receives 1/2 seniority credit)
  3. When a substitute/temporary employee has worked at least three consecutive months in one specific position and who then becomes a permanent employee in that same position as a regular full-time or part-time employee, for seniority purposes only, the employee's hire date shall be the first day of hire in that position. This provision does not waive the required probationary period, nor allow any advanced movement on the salary schedule.
  4. An employee who resigns, retires, or is discharged shall lose all seniority credit, provided that said discharge is not being challenged.
  5. An employee on a Board-approved unpaid leave of absence shall retain all earned seniority, but shall not accrue additional seniority while on such leave.
  6. The Association and the Board will jointly keep the seniority list up to date with a copy of said list being published during the months of September and January of each school year.
  7. A bargaining unit member who transfers to a non-bargaining unit position shall lose his/her seniority rights after one (1) year outside of the bargaining unit effective July 1, 1992. Employees hired under the old contract provisions are grandperson after July 1, 1992.

**Article 18 - Seniority (cont'd)**

- B. In the event that more than one individual has the same starting date of work, the position on the seniority list will be determined by drawing lots.

**Article 19 - Layoff/Recall**

- A. In the event the district shall be combined with one or more districts, the Board shall use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such a consolidated district.
- B. Should substantial and unforeseen changes in conditions make necessary a general reduction in the number of persons employed by the Board, the Board will retain, as nearly as possible, those employees having the longest continuous service in the district, and meeting the qualifications and ability necessary to perform the work available.
- C. In the event of layoff involving the termination of positions, the following procedure shall be followed:
1. The Employer shall identify the specific position(s) to be eliminated and shall notify the employee(s) in those positions.
  2. The employee(s) in the affected position(s) shall have the right to:
    - a. the position of someone who is least senior, holding a position the same classification as the affected employee;
    - b. bid on another posted position.
  3. In the event a reduction in work hours occurs in a department, (department is defined as: Fiscal Service, Curriculum and Instruction, Vocational Education, Special Education and REMC 21), an employee whose hours have been reduced may claim seniority over other employees within a department for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority and is qualified within the classification (i. e., Secretary 1, Secretary 2, etc.) to perform the work of the person he/she seeks to replace. An employee has no right to bump another employee from other departments on the basis of seniority when a reduction in work hours occurs. An employee who exercises his/her seniority will receive the rate of pay for the position he/she elects to fill.
  4. An employee being affected by a layoff who finds no position remaining in the classification has the right to displace the least senior employee in another classification, providing the employee is qualified and has more seniority than the employee being displaced. An employee shall be deemed qualified if he or she meets the minimum posted requirements for the position or if he or she has worked in the classification for four (4) weeks or more.

## Article 19 - Layoff/Recall (cont'd)

5. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit member(s) who are qualified for a vacant or newly created position.
- D. An employee may be granted a voluntary leave of absence under the provisions of Article 12 so as to reduce the number of layoffs. When employee returns from leave of absence, all seniority rights prevail again.
- E. In no case shall a reduction of any bargaining unit member's work hours take effect until five (5) working days after written notice to the affected bargaining unit member(s) is given by the Employer.
- F. A laid-off bargaining unit member shall, upon written application at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per-subscriber group rate premium for such benefits as allowed by the insurance carrier.
- G. Employees who are laid-off shall not have their length of service broken and other benefits shall be frozen for their use upon return provided, however, that a layoff of more than two (2) years shall be considered a termination for lack of work.
- H. When there is an increase in bargaining unit positions following a layoff or positions become available through natural attrition, leaves of absence, or creation of temporary positions, the laid-off employee with the most length of service in the district shall be the first to be offered re-employment. Such recalled employee must have the qualifications and ability for the position to which he/she is recalled.
- I. If a laid-off employee fails to accept the regular, permanent position to which he/she is recalled within ten (10) days from the date same is sent to his/her last known address by certified mail, his/her seniority and all other benefits with the District shall terminate.
- J. It shall be the responsibility of each bargaining unit member to notify the Board of any change in address. The address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the employee who has been laid-off.

## Article 20 - Salaries

- A. All employees shall be paid pursuant to the salary schedule which follows this article and which includes longevity (step level) increases for all employees having less than six years of service with the district. Beginning July 1, 1990, newly hired employees' advancement on the salary schedule will be effective with their anniversary date of employment.

Article 20 - Salaries (cont'd)

- B. The Board shall deduct from the salary of any employee and make appropriate remittance for the employee to an approved financial institution so designated by such employee. Said deduction will be made in equal biweekly amounts as authorized by the employee in a written authorization delivered to the business manager.
- C. New employees shall be hired on the basis of meeting qualifications listed for the position opening.
- D. Each new employee shall be placed on the starting salary for the proper job classification for which he/she has been hired immediately upon employment. Thereafter, movement to the next step level on the basis of longevity shall be uniformly made by all employees during the first pay period following the effective date of this agreement without reference to individual anniversary dates of employment.
- E. Each new employee shall serve a three (3) month probationary period, and then the Superintendent shall determine whether or not to hire the employee permanently.
- F. Length of the regular work day shall be based on hours specified for his/her job position.
- G. Hourly rates will be paid to an employee for all hours spent in inservice workshops and/or training conference programs required by the Board, law or the Superintendent. All attendance at inservice workshops and/or training conference programs must be approved by the Superintendent prior to attendance or participation.
- Mileage will be paid to employees using their vehicles for transportation to and from such workshops and or training conference programs provided, however, that the supervisor shall make arrangements between employees to form car pools in order to minimize transportation costs.
- H. Promotions
- An employee promoted from one job classification to another shall immediately be paid the rate for the higher classification at their current step level.
- Except in unusual circumstances, no promotions shall be made during the first year of employment.
- I. For 1987-88 only, longevity payment will be based on the 1986-87 schedule. In each succeeding year, each employee shall move to the next step and receive the payment specified in the new salary schedule.





MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT

SECRETARIAL SALARY SCHEDULE  
1992-1993

<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 7</u>	<u>STEP 9</u>
Secretary 1	\$8.89	\$9.09	\$9.29	\$9.49	\$9.79	\$10.29	\$10.84
Secretary 2	\$8.22	\$8.42	\$8.62	\$8.81	\$9.12	\$ 9.56	\$10.12
Secretary 3	\$7.54	\$7.74	\$7.94	\$8.14	\$8.44	\$ 8.89	\$ 9.39
Clrk/Tel/Rec	\$7.09	\$7.29	\$7.49	\$7.69	\$7.99	\$ 8.39	\$ 8.84



MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT

SECRETARIAL SALARY SCHEDULE  
1993-1994

<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 7</u>	<u>STEP 9</u>
Secretary 1	\$9.34	\$9.54	\$9.74	\$9.94	\$10.24	\$10.74	\$11.29
Secretary 2	\$8.63	\$8.83	\$9.03	\$9.23	\$ 9.53	\$ 9.98	\$10.53
Secretary 3	\$7.91	\$8.11	\$8.31	\$8.51	\$ 8.81	\$ 9.26	\$ 9.76
Clrk/Tel/Rec	\$7.45	\$7.65	\$7.85	\$8.05	\$ 8.35	\$ 8.75	\$ 9.20



## Article 21 - Insurance

Upon submission of a written application, the Board of Education agrees to provide the following insurance programs:

- A. The Marquette-Alger Intermediate School District shall provide health care protection with the following subsidy according to family status toward the purchase of MESSA Super Care I, underwritten by Blue Cross/Blue Shield for those employees hired after July 1, 1980. Effective July 1, 1992, the Board of Education will reimburse the employee the equivalent of the insurance deductible upon submission of individual claim documentation.

### 1992-93

Single - not to exceed \$175.03 per month

Self and Spouse and/or Dependent - not to exceed \$391.29 per month

Full Family - not to exceed \$434.64 per month

### 1993-94

The Board will continue to pay the premium to provide the same fully-paid health care protection based upon family status.

Grandfather Clause - The Marquette-Alger Intermediate School District Board shall pay up to Four Hundred Thirty-Four and 64/100ths Dollars (\$434.64) per month per employee for 1992-93 (rate to be adjusted for 1993-94) toward Michigan Education Association Super Care I insurance, developed and administered by Michigan Education Special Service Association and/or option plans on a twelve- (12) month basis for each employee. Employees eligible to receive benefits under this clause must have been employed and working prior to July 1, 1980. Employees who take leaves of absence or apply for a new position within the Marquette-Alger Intermediate School District will retain their rights under the grandfather clause.

- B. The Board shall provide Group Life Insurance protection in the amount of \$10,000 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Carrier selected shall provide for continuation of a percentage of above group coverage at group rates by payroll deduction from retiree's State Teacher's Retirement checks.
- C. Dependent life insurance in an amount not exceeding one-half of the employee's benefit will be available on an optional basis.
- D. The Board shall provide Long Term Disability Insurance for each member of the bargaining unit. No benefits shall be paid during the first six (6) months of disability. Benefits shall begin to be paid with the first day of the seventh (7th) month of disability. The benefits shall be sixty percent (60%) of annual earnings (excluding all fringe benefits) at the time disability commenced. Benefit payments shall continue to age 65 or until termination of disability, whichever occurs first.

## Article 21 - Insurance (cont'd)

- E. The Board shall pay the premiums specified in paragraphs A, B and D above for full-time and regular part-time employees working thirty (30) or more hours per week, for nine (9) months or more.

The Board shall pay one-half (1/2) of the premiums specified in paragraphs A, B and D above for regular part-time employees working twenty (20) hours or more but less than thirty (30) hours per week, for nine (9) months or more.

- F. The Marquette-Alger Intermediate School District Board shall provide a self-funded dental program through an administrative insurance carrier selected by the board at a comparable benefit level (Addendum A) that employees received during the 1991-92 school year, on a twelve- (12) month basis for each employee. For 1992-93 and 1993-94, the Board agrees to provide the same fully-paid dental care protection plan with the addition of an Eight Hundred and 00/100ths (\$800) orthodontic rider.
- G. The Marquette-Alger Intermediate School District Board shall provide a self-funded vision program through an administrative insurance carrier selected by the Board at a comparable benefit level (Addendum B) employees received during the 1991-92 school year (VSP3) on a twelve- (12) month basis for each employee. For 1992-93 and 1993-94, the Board agrees to provide the same fully-paid vision care protection plan.
- H. The Administration will post notification in each building informing bargaining unit members of the open enrollment period. It is the responsibility of the administration to inform and explain fringe benefit options to new employees. If an individual member has a change in personal status, it is the individual's responsibility to inform the business office of any change in status.
- I. Employees not taking the health insurance benefits will receive Two Thousand and 00/100ths (\$2,000) per year toward a current Board-approved deferred plan. To receive this benefit, an employee must be full-time and eligible to receive paid insurance from the Board.

## Article 22- Vacations

- A. Vacations will be taken at the convenience of the Intermediate Office, conforming with the requirements of the individual departments. An employee should consult with his/her supervisor each year concerning his/her vacation allowance and the time to be scheduled. Whenever possible, employees with the longest service will be given first choice of vacation dates.

Article 22- Vacations (cont'd)

B. Vacations with pay are based on the following:

1. FULL-TIME EMPLOYEES - 12 month status

- a. Vacations may be taken after completion of twelve (12) months' employment.
- b. Monthly vacation hours are earned for each full month of employment (i. e., from the first through the last working day of the month) and is not prorated for partial months worked.
- c. Vacation hours are earned as follows:
  - 1 through 3 years ..... 8 hours per month
  - 4 through 5 years ..... 10 hours per month
  - 6 through 11 years ..... 12 hours per month
  - 12 years and over ..... 14 hours per month

2. REGULAR PART-TIME EMPLOYEES (20 hours per week) - 12 month status

- a. Vacations may be taken after completion of twelve (12) months' employment.
- b. Monthly vacation hours are earned for each full month of employment (i. e., from the first through the last working day of the month) and is not prorated for partial months worked.
- c. Vacation hours are earned on a pro rata share of full-time employees' vacation rate (1c above) in accordance with his/her regularly established work schedule.

3. NINE- (9) OR TEN- (10) MONTH EMPLOYEES

Are not eligible to receive vacation time unless the employee is required to work during the summer months. The employee shall receive vacation hours in accordance with their years of experience as found in Section B/1-c of this article. For example, if such an employee is required to work from June 15th to July 15th, and such an employee has been employed two (2) years, said employee will receive an additional eight (8) hours of vacation per month. Also, such employees who work the month of July shall receive pay for the July 4 holiday. Scheduling of vacation days must have an immediate Supervisor's approval.

- C. Holidays observed by the Intermediate District within the employee's scheduled vacation are not deducted from the vacation allowance.
- D. Employees who terminate prior to the completion of twelve (12) months employment are not entitled to vacation pay.

**Article 22- Vacations (cont'd)**

- E. An employee will not be permitted to accumulate more than 25 days of vacation and, upon having accumulated 25 days, shall not earn additional vacation.
  
- F. An employee who terminates employment with the Intermediate District after twelve (12) months' employment will receive pay for unused vacation according to the vacation plan, if the employee leaves in good standing and with at least two (2) weeks notice of his/her intent to leave. The foregoing shall not apply in the case of death.  
  
In case of death, the pay for unused vacation will be paid to the beneficiary or the estate of the deceased employee.
  
- G. Sickness, accident, bed confinement, or time spent in a hospital during a vacation will not be considered as vacation days, but will be charged against sick leave. This does not apply to minor ailments or illness.

**Article 23 - Holidays**

- 1. Labor Day
  - 2. Thanksgiving Day
  - 3. Friday following Thanksgiving
  - 4. Christmas
  - 5. New Years
  - 6. Three (3) additional days during the Christmas holiday season to be scheduled by the Superintendent
  - 7. Good Friday
  - 8. Easter Monday
  - 9. Memorial Day
  - 10. Fourth of July
- A. Full-time employees on a twelve- (12) month status will receive their regular rate of pay for the above holidays.
  
  - B. Regular part-time employees on a twelve- (12) month status (20 hours per week) will receive a pro rata share of their regular rate of pay for the above holidays.
  
  - C. Those employees who work nine months or more will be eligible for holidays as described in Article 23 of the Master Agreement provided they are scheduled to work the day before and the day after the holiday.

**Article 24 - Duration**

All articles of this agreement shall be effective July 1, 1992 through June 30, 1994. Either party may terminate this agreement as of June 30, 1994 by giving written notice to the other party on or before March 1, 1994. If neither party shall give notice to terminate this agreement as provided above, the agreement shall continue in effect for successive periods of one (1) year unless and until written notice of termination is given on or before March 1 of any subsequent contract anniversary date.



IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first written above.

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT

By Patricia Forchioni  
President

By Louis L. Nappi  
Secretary

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT  
SECRETARIAL AND CLERICAL ASSOCIATION

By Barbara J. Seitz  
President

By Julie A. Spencer  
Secretary

MESPA

By Patricia E. Ryan  
Representative

LETTER OF UNDERSTANDING

The Board of Education and the Secretarial and Clerical Association recognize that the use of personal leave days is not intended to extend a holiday or break period as a means to lengthen an employee's time away from the job. While specific contract language is not incorporated into the contractual agreement, both parties agree that personal leave days not be used as vacation days to extend a break period. However, under unusual and extraordinary circumstances, a personal day may be approved by your supervisor during these times. Granting of personal leave days is at the discretion of your supervisor and must have prior approval before utilizing these days. The parties agree to monitor days used to determine the magnitude of the problem at these specific times.

Both parties hope that, through informal cooperation, future restrictions will not be necessary.

For the Association:

For the Board:

Julie A. Spencer  
Vallie A. Peterson

Karen S. Dupont  
Tom C. Meyer

Date:

9/4/90

